COVENANTS—PERSONS ENTITLED TO ENFORCE COVENANTS AS TO USE OF LAND.—The owner in fee of a hotel conveyed it to the plaintiff, the deed containing a restrictive covenant that neither the hotel nor the premises should at any time be used for any offensive, noisy or dangerous trade or business. At the time of the conveyance the grantor owned no other land in the vicinity. Defendant later agreed to buy land of the plaintiff, the plaintiff knowing that the defendant proposed to erect a music hall on the land. Defendant refused to fulfill his contract on the ground that the hotel was bound by the restrictive covenant in the deed to the plaintiff. Plaintiff asked for a decree for specific performance. *Held,* the convenant did not attach itself to the land and the hotel was not subject to the restriction. Decree granted. *Millbourn* v. *Lyons,* [1914] 1 Ch. 34.

If the covenant was not merely a personal one on the part of the covenantee, i. e., if at the time of the conveyance the covenantee owned other land in the vicinity to which the benefit of the covenant might pass, it is well settled that it would be binding in equity on anyone taking with notice. WASHBURN, REAL PROPERTY (6th Ed.) § 124 et seq. But when, as in this case, the covenant is personal on the part of the covenantee, it is not entirely settled as to whether it should not be personal on both sides. The rule laid down in the principal case is no doubt the better rule and is supported by the great weight of authority. The decision is interesting because it is not in accord with some earlier decisions in England. *Catt* v. *Tourle,* 4 Ch. 654; *Osborne* v. *Bradley* [1903] 2 Ch. 446. It can, however, probably be said to express what is now the law in England and would without doubt be sustained were the question to arise in the House of Lords. See the dicta in *Earl of Zitt v. Hislop,* 7 A. C. at page 447 and *Noakes* v. *Rice,* 27 A. C. at page 35. Also see JOLLY, RESTRICTIVE COVENANTS, 21 et seq. The courts of this country have seldom been compelled to pass upon this question and there is some conflict in the decisions. The Supreme Court of Illinois in a recent decision, *Van Sant et al* v. *Rose et al.* (Ill. 1913) 103 N. E. 194 held that such a covenant was binding upon a subsequent grantee taking with notice. See 12 MICH. LAW REV. 322. But the correctness of the decision can hardly be sustained either on reason or authority, and is not in accord with the other decisions on the subject in this country. *Hano* v. *Bigelow,* 155 Mass. 341; *Dana* v. *Wentworth,* 111 Mass. 291; *Los Angeles University* v. *Swath,* 107 Fed. 298.

EQUITY—LACHES AVAILABLE AGAINST A STATE.—The waters of a certain bayou or slough receded, and said bayou was gradually filled up by deposits of sediment. The State claimed the land so formed, under a grant from the Federal government, while the defendants claim the land by adverse possession. The State brings this suit to establish and quiet its title. Defendants argue that the State is estopped from asserting any title to the land, on the ground that it has for many years neglected to sue, and should not be allowed to sue now. *Held,* the State has seen fit to invoke the aid of equity, and the cause is to be determined on equitable principles. Laches will be recognized